Staffing agency agreement template

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#### AGENCY AGREEMENT

This Agreement made on the \_\_\_\_day of \_\_\_\_\_2001, by and between Westwater Resources, a New Mexico, Limited Liability, Common Law Business Trust, its successors \_ 2001, by and between Westwater and assigns ("Agent"), whose principal place of business is located at 610 Gold Avenue, Southwest - Suite 111, Albuquerque, New Mexico 87102, and \_, (husband and wife as joint tenants in common with

\_\_\_(a (State)

Limited Partnership)(a (State) Corporation)(a (State)\_ General Partnership) (a (State) Limited Liability Company) (a (State) Trust) (a (State) sole proprietorship) and his/hers/their/its personal Trust) (a (State) \_\_\_\_\_\_sole proprietorship) and his/hers/their/its personal representatives, devisees, legatees, heirs, successors and assigns whose principal place of

business/residence is situated at \_\_\_\_\_\_(Address), \_\_\_\_\_(City), \_\_\_\_\_(State) \_\_\_\_\_\_(Zip Code) (hereinafter referred to as the "Principal(s)"). Principal(s) and Agent when referred to collectively shall be the "Parties."

rights of survivorship)

### WHEREAS:

- A. The Principal(s), is/are the owner(s) of the property more particularly described in Exhibit "A" hereto and incorporated herein and which property is or contains water resources (the "Property").
- B. The Agent has been involved actively in the water business throughout the United States and worldwide and have contacts and business relationships with water bottling companies, private investors, government agencies, foreign assistance agencies, water supply, treatment, and distribution companies, municipal water utilities, extractive, process and agricultural industries and engineering and consulting firms; and,
- C. Agent has existing and prospective clients and other public and private contacts that may be interested in the non-commercial or commercial use of the Property.
- D. Agent acts as a commission broker in all transactions. E. Principal(s) desires to retain Agent to procure a buyer or user or assignee of

#### NOW THEREFORE:

In consideration of the mutual covenants and agreements herein contained, the Parties hereby

1.0 SCOPE OF AUTHORITY - The Agent will introduce the Property to companies, individuals or other entities that are actual and prospective users and buyers of the water therefrom (hereinafter together with their subsidiaries and affiliates, are referred to as the "Introduced Parties") to whom Principal(s) may make specific proposals with assistance as requested from the Agent. The Agent will arrange for meetings with representatives of an Introduced Party and, at the request of Principal(s), will provide reasonable assistance in analysis, evaluation, and negotiation on behalf of Principal(s) to consummate Transactions. Transactions shall include sale and purchase of water from the Property by the Introduced Party, its affiliates, franchisees, subcontractors, successors and assigns.

-2-

information, negotiable instruments, or other valuables without prior written approval from Agency, or as strictly required by the job description of the position to which an Employee has been assigned.

- 2.4 Ensure Employees are provided a safe work environment with appropriate information, training, and safety equipment, particularly with respect to any hazardous substances or conditions to which Employees may be exposed while at Client's premises.
- 2.5 Not change Employees' duties and tasks without prior written consent from Agency.
- 2.6 Exclude Employees from Client's benefit plans, policies, and practices, and not make any offer or promise regarding Employees' compensation or benefits.

THIS IS A 7-PAGE DOCUMENT.

### COPYRIGHT LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into effective as of the [DATE] (the "Effective Date"), by and between [NAME OF LICENSOR], a Delaware Corporation (the "Licensor"), and [NAME OF LICENSEE], a New York LLC (the

"Licensee"). RECITALS:

(A) Licensor owns all proprietary rights in and to the copyrightable and/or copyrighted works as described in <a href="Appendix A">Appendix A</a>, incorporated herein by reference, and hereinafter collectively known as the "Work", and has the exclusive right to license to others the right to produce, copy, make, sublicense or sell the Work.

(B) Licensor owns all rights in and to the Work and retains all rights to the Work, which are not transferred berein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.

(C) Licensee desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this

NOW, THEREFORE, in consideration of the premises and the mutual coverants and agreements hereinafter set forth and for other good and valuable consideration as set forth herein, Licensor and Licensee agree as follows:

# 1. Grant of License.

(A) Licensor hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to use the Work in the course of its business and for its own internal business purposes, and for no other purpose whatsoever without the express written permission of the Licensor. Licensee shall not selfor distribute the Work in any way. Licensee may copy the Work in accordance with the terms of this Agreement, for general advertising materials and point of sale displays, advertising, and other promotional materials for the Work, and for its own internal husiness purposes. Any other use made by Licensee shall only occur upon the receipt of prior written approval from Licensor.

(B) Licensee shall not sell, grant sub-licenses or distribute the Work in any way without the prior express written approval of Licenson.

(C) Licensee hereby accepts such license and agrees that Licensee shall not use the Work except in secondance with the terms and conditions of this Agreement. Licensee acknowledges and agrees that the license granted herein is nan-exclusive and that Licensor may license others to use the Work.

> STAFFING AGREEMENT SUNNY DAY HOSPICE AND

This Agreement is entered into this \_\_\_ day of February 2002, by and between Sunny Day Hospice located at 12 Dirt Road, Winthrop, North Carolina 00201, referred to in this Agreement as "AGENCY", and referred to in this agreement as "PROVIDER." PROVIDER office is located at Street, Winthrop, NC \_\_\_\_\_

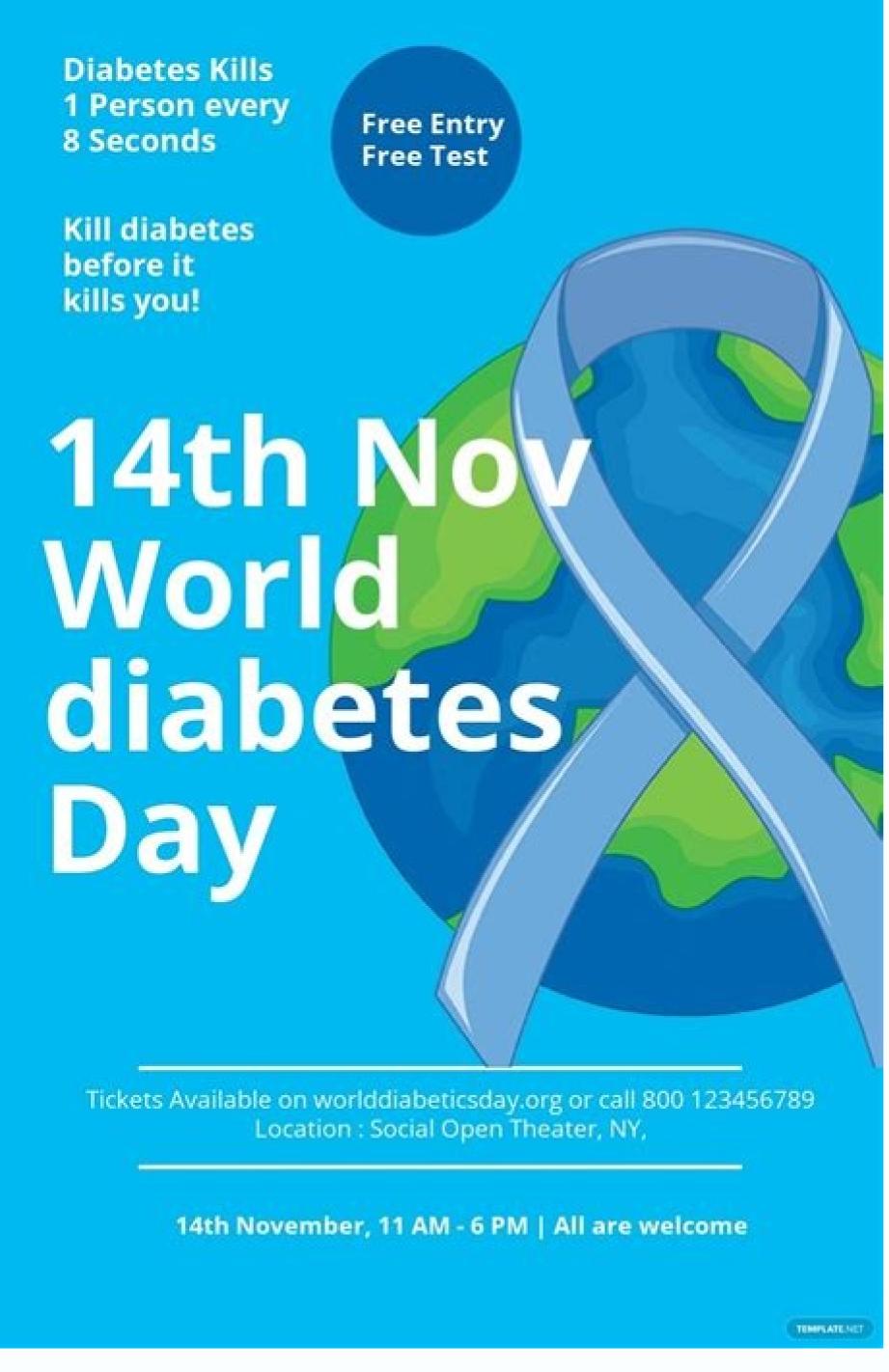
PROVIDER will serve as Certified Music Therapist to AGENCY and will provide services in the residence of AGENCY patients or at the Hospice Home. AGENCY, as a health care provider bears ultimate responsibility for the administration of health care services to its patients.

The services will be rendered within the geographical area served by both AGENCY and PROVIDER.

# 1. Responsibilities of PROVIDER

1.1 Services. PROVIDER will provide professional music therapy services to AGENCY patients. PROVIDER will follow the Plan of Care established by the AGENCY interdisciplinary team and the patient's physician. PROVIDER will:

- A. Schedule visits to assure that music therapy service needs of the AGENCY are met.
- B. Integrate the music therapy aspects of patient care through communication and the sharing of specialized information with the medical, nursing, and social work staffs and contribute pertinent information to patient care plans.
- C. Review AGENCY patients medical history, make recommendations and document in accordance with the policies of AGENCY and accepted professional practice.



Agency Staffing Agreement This Staffing Agreement ("Agreement") is entered into by and between

Staffing agency contract example. How do staffing agencies work for employees. Contracts for staffing agency.

("Agency"). Contract Staffing Services. Description of Staffing Services. Agency shall provide the services of the individuals identified in Exhibit A attached hereto (each, a "Contractor") to the Company. The

(the "Company") and

Company shall specify the work schedules for each Contractor, as well as the specific services to be provided by each Contractor (the "Contractor Services") in Exhibit A. Such terms may be modified in a written amendment executed by both parties. to Agency. Status of Contractors. The Contractors shall have the status of independent contractors to the Company and shall not be employees of the Company and shall not be employees. Contractors are excluded from participating in any fringe benefit plans or programs of the Company, including, but not limited to, health, sickness, accident or dental coverage, unemployment insurance coverage, unemployment insurance coverage, unemployment insurance, disability benefits, severance, accident or dental coverage, unemployment insurance coverage, unemployment insurance coverage, unemployment insurance coverage, accident or dental coverage, unemployment insurance coverage, under coverage co pension or 401(k) benefit(s). Contractor Protection of Company's form of proprietary information. Prior to providing any Contractor systems usage policy, and any other such forms or policies applicable to the Contractors as determined by Company in its sole discretion. Company's Right to Hire Contractors. The Company shall have the right to offer employment to, and to hire, each Contractors, although the Company is in no way obligated to offer employment to or hire any of the Contractors. In the event the Company hires any of the Contractors, the . Agency Obligations. Agency will be solely responsible for complying with all employer-related obligations applicable to the Contractors, including (without limitation) paying all salary, wages and/or other payments required by law or contract to be made to the Contractors, providing all employee Company will a conversion fee equal to benefits coverage for the Contractors (including, but not limited to, all legally required benefits, and maintaining all legally required employment records. Agency shall be solely responsible for all direct and indirect costs and administrative expenses attributable to the Contractors' employment by Agency, including federal, state and/or income tax withholdings, FICA and administration of payroll. Agency, at Agency's sole cost and expense, will maintain professional liability insurance coverage to extend to all services provided by the Contractors to the Company. Agency is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to Agency payments made to the Contractors. Fees. The billing rate applicable to the Contractors shall be identified in Exhibit A. The billing rates are the only amounts that the Company will pay for the Contractor Services. Agency will invoice the Company for Contractor Services on a monthly basis. Payment shall be due on non-disputed Contractor Services within forty-five (45) days after Company's receipt of the invoice. Invoices shall be accompanied by timesheets for each billed Contractor. Agency's Nonsolicitation Terms. Agency agrees to refrain from directly or indirectly soliciting, recruiting, or attempting to solicit or recruit, any individual employed by the Company so long as this Agreement remains in effect and for a period of one (1) year thereafter, provided, however, that Agency is not prohibited hereby from general solicitations regarding open positions (e.g., publishing advertisements to the general public or on job-posting websites). Confidential information and trade secrets concerning the Company and its business and operations ("Confidential Information"). Agency agrees that Agency will maintain the confidentiality of all such Confidential Information. In particular, and without limiting the foregoing, Agency acknowledges and understands that the Confidential Information to which Agency will: not disclose any Confidential Information to anyone other than an employee of Agency who has a need to know such information and who has signed an acknowledgement substantially similar to this acknowledgement; prevent any unauthorized use of which Agency learns; use such Confidential Information for the sole purpose of Agency's performance under the Agreement; and return or destroy any and all copies of the Confidential Information, promptly upon receipt of notice from Company's requesting such return or destruction. Agency acknowledges and agrees that its obligations set forth herein regarding the non-disclosure, non-use, return and/or destruction of its access to the Confidential Information. Compliance with All Laws. Agency represents and warrants that it is knowledgeable about and operates its business in compliance with all applicable laws and regulations, and further represents and warrants that in its performance under this Agreement, it will remain in compliance with all state and federal laws governing employment and all other laws applicable to the services performed by Agency under this Agreement. Term. This Agreement is effective as of the last day that either party signs the Agreement ("Effective Date"), and will terminate upon fifteen (15) days written notice by either party signs the Agreement is effective Date"), and will terminate upon fifteen (15) days written notice by either party signs the Agreement is effective Date"), and will terminate upon fifteen (15) days written notice by either party signs the Agreement is effective Date"), and will terminate upon fifteen (15) days written notice by either party signs the Agreement is effective Date"). by Agency. Indemnification. Agency agrees to indemnify, defend, and hold the Company harmless from and against any and all costs, expenses (including attorneys' fees), liabilities, damages, judgments and settlements arising out of or relating to (a) any actual or alleged failure by Agency (or its employees, agents or representatives) to comply with any of the terms of this Agreement; or (b) willful misconduct, criminal conduct, regligent conduct, regligent conduct, regligent conduct or negligent conduct or negligent conduct, regard to conflict of law principles. Amendments. This Agreement, including Exhibit A, may not be amended or modified except by a written agreement signed by duly authorized officers of both the Company and Agency. Assignment. Agency may not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the Company. Waiver. No waiver by the Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement will be construed as a waiver of any other right. Severability. In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions will be enforced to the extent permitted by law to conform as closely as possible to the invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions of this Agreement, and the invalid, illegal or unenforceable provisions of the invalid, illegal or unenforceable provisions of the invalid provision will be enforced to the extent provision will be enforced to the invalid provision will be enforced to the invalid provision will be enforced to the extent provision will be extent provision will be extent provision Agreement will be binding upon Agency's successors, and its assigns. Notices and will be for the benefit of the Company, its successors, and its assigns. Notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other address. as the party will specify in writing. Such notice will be deemed given upon email, upon personal delivery to the appropriate address, or if sent only by overnight mail, three (3) days after the date of mailing. Entire Agreement: This Agreement, including Exhibit A, sets forth the exclusive and entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all previous agreements between the parties with respect to the subject matter hereof. Company Agency Print Name

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